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8  
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF LOS ANGELES  
11 CENTRAL DISTRICT  
12

13 PEOPLE OF THE STATE OF CALIFORNIA,

14 Plaintiff,

15 v.

16 LAW ENFORCEMENT APPRENTICESHIP  
17 PROGRAM, ET AL.

18 Defendants.  
19

Case No. BC414648

**SETTLEMENT AGREEMENT  
BETWEEN DEFENDANT DON RUIZ  
AND PLAINTIFF**

20 1. Parties. This Settlement Agreement and Order are entered into by, between, and  
21 among the settling parties, Plaintiff, the People of the State of California ("the People"), by  
22 Edmund G. Brown Jr., Attorney General of the State of California ("Attorney General") and  
23 Defendant Don Ruiz (hereinafter, collectively, also referred to as "Settling defendant").

24 2. Recitals.

25 2.1 Defendant Don Ruiz, (hereinafter "RUIZ"), held various positions of authority and  
26 control over Law Enforcement Apprenticeship Program, serving as officer and director from 2001  
27 to 2005.  
28

1           2.2 In May of 2009, the Attorney General, on behalf of the People, sued RUIZ in the  
2 underlying action for breach of fiduciary duty, breach of charitable trust, unfair business practices  
3 and for filing and distributing false and incomplete financial reports.

4           2.3 RUIZ denies any wrongdoing.

5           2.4 The Settling Parties, each of whom, desiring to avoid the expense, uncertainty, and  
6 inconvenience of further litigation in this case, state all claims alleged against the Defendant  
7 arising out of the Action have been settled.

8           3.   Settlement Terms-Monetary.

9           3.1 RUIZ agrees to settle with Plaintiff for \$5,000 (five thousand dollars). \$2,500 (Two  
10 thousand five hundred dollars), representing one half of the settlement payment, shall be retained  
11 by the Attorney General for fees and costs incurred by the Charitable Trusts Section in this action,  
12 pursuant to Government Code sections 12598 and 12586.2. The monies retained by the Attorney  
13 General shall be used exclusively by the Charitable Trusts Section for the administration of the  
14 Attorney General's charitable trust enforcement responsibilities. The other half of the settlement  
15 payment, in the amount of \$2,500, shall be deposited into the Attorney General's Litigation  
16 Deposit Fund for the benefit of the California Community Foundation, a California nonprofit  
17 public benefit corporation. Said funds shall be distributed to the California Community  
18 Foundation for the specific purpose of supporting programs that provide mentoring for at-risk  
19 youth.

20           3.2 The \$5,000 payment shall be paid by RUIZ on or before November 1, 2011. Ruiz has  
21 requested a payment plan to pay the \$5,000 in installments. RUIZ shall make monthly payments  
22 of \$500, starting on or before December 15, 2010. The monthly payments shall be made on or  
23 before the 15th of each month, unless the date falls on a weekend, and in which case the payment  
24 shall be due on the second Friday of the month. All payments pursuant to this paragraph of the  
25 Settlement Agreement shall be made payable to the California Department of Justice and shall be  
26 delivered to the Attorney General's Office at 300 S. Spring Street, Los Angeles, California  
27 90013, to the attention of Deputy Attorney General Tania M. Ibanez.

1           3.3 In the event that RUIZ defaults on the payment plan set forth above, Plaintiff shall  
2 notify Defendant in writing that he is in default and RUIZ shall have five (5) days from receipt of  
3 said writing to cure the default.

4           3.4 Defendant RUIZ shall execute a Stipulation for Entry of Consent Judgment, attached  
5 hereto as Exhibit A. The Attorney General's Office may file the Consent Judgment, attached as  
6 Exhibit B hereto, if defendant RUIZ fails to meet any requirements of the Settlement. The  
7 Attorney General shall recover the amount of the Consent Judgment minus any payments RUIZ  
8 has made in compliance with this Settlement Agreement. The Attorney General's Office shall  
9 also be entitled to recover the prevailing legal rate of interest on the amount remaining due  
10 pursuant to the Judgment, in the event of a default and failure to cure the default.

11           4. Settlement Terms - Non-monetary

12           Cooperation: RUIZ will fully cooperate and assist the Attorney General in his  
13 prosecution of the Action against the remaining defendants in *People v. Law Enforcement*  
14 *Apprenticeship Program* BC 414648. Such cooperation shall include, without limitation:

- 15                           a. Providing to the Attorney General promptly and without the necessity  
16                           for formal discovery request, any and all information and documents  
17                           reasonably available to RUIZ in conjunction with the Attorney  
18                           General's investigation of the facts, events and occurrences at issue in  
19                           the Action.  
20                           b. Testifying fully and truthfully regarding all events, occurrences,  
21                           transactions and facts known to RUIZ relevant to or discoverable in the  
22                           Action.  
23                           c. Upon reasonable prior notice by Plaintiff's counsel, RUIZ will be  
24                           available to testify at deposition, court hearings and trial, without the  
25                           necessity of subpoena, court order, or the payment of witness-related  
26                           fees.

27           5. General Provisions

28           5.1 Upon the successful completion of all terms of this Agreement, the Settling Parties  
hereby release and discharge each other party, his/her/its employees, officers, agents, successors  
and assigns from all civil liability, civil claims, and civil damages known to them that relate to, or  
arise from, the allegations set forth in the Complaint. The release and discharge set forth in this

1 paragraph is binding only on the parties to this Settlement Agreement. Further, this release and  
2 discharge shall not be construed to limit or prevent any party's ability to enforce the terms of this  
3 Agreement.

4 5.2 This Settlement Agreement shall not constitute an admission or finding of any  
5 wrongdoing, fault, violation of law, or liability of any of the Defendant.

6 5.3 This Settlement Agreement contains the entire agreement and understanding among  
7 the Settling Parties concerning the subject matter of the Action and supersedes all other  
8 agreements of any kind concerning the subject matter of the Action. Each of the undersigned  
9 warrants that no promise or inducement has been offered to them except as set forth herein and  
10 that the Settlement Agreement is executed without reliance upon any statement or representation  
11 by any persons or parties, or their representatives, concerning the nature and extent of injuries  
12 and/or damages and/or legal liability herein.

13 5.4 Each of the Settling Parties acknowledges that he, she, or it has read the entire  
14 Settlement Agreement and understands it and, in addition, has had an opportunity to discuss the  
15 content with an attorney and make whatever investigation or inquiry that party may deem  
16 necessary or desirable in connection with the subject matter of the Agreement.

17 5.5 Each of the parties warrants that he, she, or it is legally competent to execute the  
18 Settlement Agreement. Any person executing this Settlement Agreement on behalf of any  
19 Settling Party does hereby personally represent and warrant to the other parties that he/she/it has  
20 the authority to execute this Settlement Agreement on behalf of, and to fully bind, that party.

21 5.6 This Settlement Agreement shall be binding upon the heirs, devisees, executors,  
22 affiliates, administrators, successors, assigns, officers, directors, trustees, executors, agents and  
23 employees of each and every one of the Settling Parties.

1           5.7 This Settlement Agreement is a product of bargained-for, arms-length negotiations  
2 among the Settling Parties and their counsel. No party shall be considered the author of this  
3 Agreement.

4           5.8 This Settlement Agreement and all rights and obligations arising out of it shall be  
5 governed and construed in accordance with the laws of the State of California.  
6

7           5.9 This Settlement Agreement may be executed in separate counterparts, each of which  
8 shall be deemed an original, and said counterparts shall together constitute one Settlement  
9 Agreement, binding all parties hereto notwithstanding that all of the parties are not signatory to  
10 the original or same counterpart. All original signatures shall be delivered to Tania M. Ibanez,  
11 Office of the Attorney General, 300 S. Spring Street, Suite 1702, Los Angeles, CA 90013.  
12

13           IT IS SO AGREED.

14           DATE:

EDMUND G. BROWN JR, Attorney General

15           12-8-2010

16           By 

TANIA M. IBANEZ, Deputy Attorney General  
Attorneys for the People of the State of California

17  
18  
19           DATE:

12-4-2010

20           By   
DON RUIZ